

## SCHEDULE "A"

1. The following products shall be delivered to SHELBY COUNTY TENNESSEE REGIONAL GIS CONSORTIUM ("Licensee") by Pictometry International Corp.:  
Licensed Images procured with a minimum of an 16 megapixel camera (as listed below and also portrayed on the attached Schedule D – Sectorized Map):

- 1) **PREMIER Two Way Community Package (C3) covering 873 sectors** of the Licensee as indicated on the attached map. Premier Community Images are nominal 12" GSD.

**Each sector** will have approximately:

- a. 8 Ortho-rectified images, one 12" ortho mosaic tile, one 1 meter mosaic sector tile, one 12" inch standard area-wide mosaic (area-wide mosaic in MRSID format) covering the sectors shown below.
- b. 4 Oblique images and 4 additional Oblique images taken from the opposite direction.

**PREMIER Community Images (C3)** to be taken when there is less than 30% leaf cover.

PREMIER COMMUNITY Image Price	\$ 37.50 per sector per year
Less 40% EAP Discount	<u>\$ 15.00</u>
	\$ 22.50 @ 873 Sectors = <b>\$19,642.50 per year</b>

- 2) **ELITE Four Way Neighborhood Images (N5)** covering **873 sectors** of the Licensee as indicated on the attached map. Premier Neighborhood Images are nominal 4" GSD.

**Each sector** will have approximately:

- a. 52 Ortho-rectified images, one 6" ortho mosaic tile, one 1 meter mosaic sector tile, one 6" inch standard area-wide mosaic (area-wide mosaic in MRSID format) covering the sectors shown below.
- b. 104 Oblique images from four perpendicular directions

**ELITE Neighborhood (N5)** Images will be taken when there is less than 30% leaf cover.

ELITE NEIGHBORHOOD Image Price	\$ 337.00 per sector per year
Less 40% EAP Discount	<u>\$ 137.00</u>
	\$ 200.00 @ 873 Sectors = <b>\$174,600.00 per year</b>

- 3) Mosaic tiles will be delivered in Tennessee State Plane, Nad83 feet (5% overlap, separate trailers, world files, JPG) unless specified otherwise: TIFF from JPEG FORMAT (enter projection)
- 4) Modules to allow EFS to interface with E-911 systems (*note: this fee allows the interface but does not cover the actual integration. E911 service provider will handle the integration and may charge additional dollars for this service*)

**UNLIMITED Seat Licenses in one (1) PSAP @ \$1000/seat minus 25% discount = NO CHARGE**

**E-911 GRANT ATTACHED. THIS COVERS THE PICTOMETRY PORTION OF ANY INTEGRATION FEE. THE ACTUAL 911 VENDOR MAY CHARGE ADDITIONAL FEES.**

- 5) Images are to be delivered with an image size of approximately 4-6 MB.

- A. US Census Bureau TIGER line files of County or a base map supplied by Licensee.
- B. DEMS (Digital Elevation Models) – check one:

**XXX** U.S.G.S Digital Elevation Models (DEMs) (provided by Pictometry)

2. Documentation: Pictometry International Corp. shall furnish 1 digital copy of the Licensed Documentation for the Licensed Software.
3. Training: Pictometry International Corp. shall conduct two (2) End User orientation sessions, of up to 25 people per training session, for employees of the Licensee or Authorized Subdivisions thereof at the Licensee's site. In addition there will be one (1) Advanced User technical training for one group of up to 10 people using Licensee computers.

4. Telephone Support: Pictometry shall provide telephone support to the people who have completed the Advanced User Technical Training and who are individually identified by Licensee.
5. Licensed Software: Pictometry International Corp. shall supply one copy of the Pictometry Electronic Field Study (EFS) software, latest version, on the Storage Media supplied as specified herein. Licensee and Authorized Users may download updated versions of the Licensed Software free of charge for a period of two years from the date of shipping, along with a copy of the updated documentation.
6. **TOTAL LICENSE FEE OF THREE HUNDRED EIGHTY EIGHT THOUSAND AND FOUR HUNDRED EIGHTY FIVE Dollars. (\$388,485.00)**
  - This is the TOTAL License Fee for the Licensed Images, Licensed Software, Licensed Documentation and support.
  - The initial duration of the License is two (2) years at the above License Fee.
  - At the end of this two (2) year term, Licensee is granted a Perpetual License for all Licensed Images and Licensed Software at no additional cost.
  - At the end of this License Term, Support and Upgrades for Licensed Software shall be continued by:
    - Entering into a new license for new images, or
    - Paying an annual Support and Maintenance Fee of 2.5% of the License Fee shown above.
  - **Pictometry Economic Alliance Partnership (EAP)** – Licensee shall be eligible for the Pictometry Economic Alliance Partnership as outlined on Schedule B.
  - The total annual cost of the Images is fixed for a period of one (1) year from the date of this License Agreement.
7. **Storage Media. Delivery media will be a 1.86 TB storage purchased from Pictometry at a cost of \$449.00**
8. **Total Cost: The Total Cost of this License Agreement is THREE HUNDRED EIGHTY EIGHT THOUSAND NINE HUNDRED THIRTY FOUR DOLLARS (\$388,934.00) broken down as follows:**

**First Year**

<b>Annual License Fee</b>	<b>\$194,242.50</b>
<b>Delivery Media</b>	<b>\$449.00</b>
<b>E911 Fee (Unlimited seats)</b>	<b>\$ No charge</b>

**First Year Total** **\$194,691.50**

**Second Year**

<b>Annual License Fee</b>	<b>\$194,042.50</b>
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**Second Year Total** **\$194,042.50**

9. Taxes: All License Fees or other prices listed in this Agreement are exclusive of Federal, State and Local taxes. Licensee will be responsible for any taxes due under this License Agreement, including sales tax, unless a tax exempt certificate is submitted to Pictometry.
10. Payment: The Licensee shall remit to Pictometry International, Corp. the total amount due within 30 days of shipment of all Licensed Software and Images, as specified in this Schedule A. All shipping efforts by Pictometry International Corp. shall be coordinated with the Licensee. All monies are considered earned upon shipment of the Image Library. Fees past due for 45 days shall be considered late.

***Payment Breakdown:***

**Amount Due on Image Library Shipment= \$194,691.50**  
**Amount due on one-year anniversary of Shipment = \$194,242.50**

11. Delivery Schedule: The image capture process and the delivery date may be affected by weather conditions or aircraft availability. Licensee will accept delivery within thirty (30) days of notification by Pictometry.
12. Recommended Minimum System Requirements for Electronic Field Study. A Pentium III with a 450 MHz processor, 256MB memory minimum 512MB+ recommended, Windows 2000/XP, a video card with 4 MB memory capable of 1024 x 768 resolution, , display color of 24bit or higher, 100MB NIC and 50MB free disk space for software.
13. Training and Support Services: Additional training and support services are available to Licensee at the then prevailing prices.